

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO DIVISION OF JUDGES**

IATSE LOCAL 16

and

Case 20–CB–252132

DAVID JURY, an Individual

Min Kuk-Song, Esq., for the General Counsel.

Kristina Hillman, Esq. (Weinberg, Roger & Rosenfeld), for the Respondent.

DECISION

STATEMENT OF THE CASE

LISA D. ROSS, Administrative Law Judge. This matter is before me on a stipulated record. On November 15, 2019, David Jury (Charging Party or Jury) filed a charge in Case 20–CB–252132 against IATSE Local 16 (Respondent or the Union). On October 9, 2020, the Regional Director for Region 20 (Region 20) issued a complaint and notice of hearing and consolidated this case with two other charges filed by Jury.¹

However, Case 20-CB-252132 was severed from the other two charges on February 3, 2021, and, the next day, Region 20 amended the complaint regarding Case 20-CB-252132. Respondent filed its answer, denying all material allegations and setting forth its affirmative defenses to the complaint.

The complaint alleges that, since December 5, 2018, Respondent violated Section 8(b)(1)(A) of the National Labor Relations Act (the NLRA or the Act) when it implemented and maintained its Worker Information Policy which: (1) prohibits disclosure of any hiring hall workers’ records absent a subpoena or other compelling legal reason; (2) prohibits disclosure of hiring hall users’ contact information; and (3) requires users to first notify and get permission from Respondent if the user wants to contact another user.²

¹ Charging Party Jury filed a charge in Case 20-CB-236569 on February 22, 2019. He filed a charge in Case 20-CB-254844 on January 15, 2020. These charges/cases were consolidated with Case 20-CB-252132 on October 9, 2020. However, Region 20 severed and withdrew Case 20-CB-236569 and 20-CB-254844, as well as some of the allegations in Case 20-CB-253132. This Decision addresses the remaining allegation in Case 20-CB-252132 regarding Respondent’s Worker Information Policy.

² Abbreviations used in this decision are as follows: “Jt. Stip.” for the parties’ Stipulation of Facts; “Jt. Exh.” for Joint Exhibit; “GC Br.” for the General Counsel’s brief; “R Br.” for Respondent’s brief. Specific citations to the transcript and exhibits are included where appropriate to aid review and are not necessarily exclusive or exhaustive.

On February 22, 2021, the parties filed their Joint Motion to Submit Stipulated Record to the Administrative Law Judge. The same day, I granted the aforementioned motion and directed the parties to submit post hearing briefs by March 29, 2021, which they timely filed.

After reviewing the stipulated record, and in full consideration of the briefs submitted, I conclude that Respondent violated the Act as alleged.

FINDINGS OF FACT

I. JURISDICTION

The parties stipulated to the following facts:

1. David Jury (Jury or Charging Party) was employed by Encore Group, LLC (Encore), formerly known as Audio Visual Services Group, Inc., d/b/a PSAV Presentation Services (PSAV).

2. Since 2018, Encore has been a Delaware corporation with an office and place of business in Schiller Park, Illinois. Encore has been engaged in the business of providing audio and visual equipment and services to businesses to facilitate meetings, communication and interaction.³

3. During the 12-month period ending December 31, 2019, Encore provided services in excess of \$50,000 directly to customers located outside the State of Illinois, including Arizona, California, Florida and Texas.⁴

4. At all material times, I find that Encore is an employer within the meaning of Section 2(2), (6), and (7) of the Act.⁵

5. IATSE Local 16 (Respondent or the Union) has been a labor organization within the meaning of Section 2(5) of the Act.⁶

6. Respondent's jurisdiction covers San Francisco County, Marin County, Santa Rosa County, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and the City of Palo Alto, California.

7. At all material times, Joanne Desmond (Desmond) and Danny Borelis (Borelis) held the position of Assistant Business Agent of Respondent. Steve Lutge (Lutge) held the position of Business Agent, and James Beaumont (Beaumont) held the position of President of IATSE Local 16.⁷

8. Desmond, Borelis, Lutge and Beaumont are agents of Respondent.⁸

³ Jt. Stip. ¶1

⁴ Id.

⁵ Id.

⁶ Jt. Stip. ¶2.

⁷ Jt. Stip. ¶¶3-6.

⁸ Id.

II. BACKGROUND AND ALLEGED UNFAIR LABOR PRACTICES

A. Respondent's Hiring Hall

9. Respondent represents technicians who perform a variety of services for stage, event and theater productions within San Francisco, Marin, Santa Rosa, Lake, Mendocino, Sonoma, Napa and San Mateo counties in California as well as the City of Palo Alto, California.

10. Within its geographical jurisdiction, Respondent has collective bargaining agreements (CBAs) with more than 200 employer signatories including Encore.

11. These CBAs require that signatory employers use Respondent as their source for referrals of employees within the work jurisdiction and for the employment classifications covered by their respective CBAs.

12. The CBA between Respondent and Encore requires that Encore “hire [technicians] supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16.”

13. Work that is performed by technicians under Respondent’s jurisdiction includes:

General carpentry, ground cover for arena and stadium events . . . theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in Exhibit A.⁹

14. Respondent refers technicians to the various signatory employers, including Encore, on a daily basis. There are three ways by which a signatory employer can obtain a technician to work on one of its projects in Respondent’s jurisdiction.

15. Technicians can be considered “must be” hires, also known as “direct” hires, where the employer directly contacts technicians for employment. Assuming the technician is able and willing to take the job, the employer informs Respondent of the hire. The technician must be registered with Respondent and must possess the right skill set for the job at hand.

16. A technician also can be hired by “name request,” where an employer contacts Respondent and requests a specific individual by name. Granting this request is at Respondent’s discretion, and the requested individual must be at the top of the referral list—so that no otherwise qualified technician is by-passed on the list.

17. Lastly, “Regular” referrals occur when an employer requests a technician for a given job from Respondent and Respondent refers the first individual on the out-of-work list, provided

⁹ Jt. Exh. X.

s/he has the right set of skills for the job. A technician can signal his/her availability by registering online at the union website or registering by phone.

18. Pursuant to the above referral system, all signatory employers are required to use Respondent's hiring hall at some point in the hiring process and all technicians must be registered with Respondent. Accordingly, based on the stipulated facts in paragraphs 9 through 17, I find that Respondent operates an exclusive hiring hall for the employment of technicians in Northern California.¹⁰

19. Charging Party Jury has been a bargaining unit member represented by Respondent. At all material times, Respondent referred Jury for employment to Encore and other signatory employers.

20. Respondent maintains records of bargaining unit members that includes, but is not limited to, the name of persons referred to projects, their address and phone number, their skills set, their prior referrals, their position on the referral list, the identification of the job site or project where a person was referred, the dates of hire and of any subsequent layoff or discharge, and other information which may be used to verify whether referrals properly followed the system described in paragraphs 14 through 18.

21. Records also include information that Respondent believes have substantial privacy interests, including records involving discipline, medical information, interpersonal issues, age or other protected characteristics, disabilities, work history, skills, work preference, family status, and availability to work.

B. Respondent's Worker Information Policy

22. On or about December 5, 2018, at a Local 16 General Membership meeting, Respondent presented its "Worker Information Policy" (the Policy) to the membership. The policy was adopted by majority vote.

23. Specifically, the relevant portion of Respondent's policy states:

It is the policy of I.A.T.S.E. Local 16 to maintain the privacy of workers' records as far as practicable.

I.A.T.S.E. Local 16 will not disclose any workers' records absent a subpoena or other compelling legal reason.

If a worker has a need to contact another worker for a legitimate reason, other than a steward doing call backs, I.A.T.S.E. Local 16 will make an effort to contact the other worker to see if the other worker wants to be contacted by the requesting worker and this contact should occur.

¹⁰ See *Stage Employees IASTE Local 7*, 339 NLRB 214, 216-217 (2003) (exclusive referral service exists where parties 'contract states that employer "will give the Union first opportunity to furnish, and the Union agrees to furnish, applicants for employment with the requisite skills"), see also *e.g. International Brotherhood of Teamsters, Local 727*, 358 NLRB 718, 722-23 (2016) (finding an exclusive hiring hall where employer did not use union's referral book very often, but only hired workers registered with the union).

It is the policy of I.A.T.S.E. Local 16 not to provide Worker's information including addresses and contact information to other workers or to the public. (see Jt. Exh. Z).

24. Since at least December 5, 2018, Respondent implemented and maintained its Policy for all bargaining unit members. Respondent's policy is posted on the Union's publicly available website, where it can be viewed and downloaded and on the Union's bulletin board in the Union's lobby.

25. Prior to the implementation of the Policy, there was no written policy identifying what information was considered confidential and/or what information would not be provided to those requesting information. When referral hall users have requested information in order to verify whether the referral system was correctly applied to them, Respondent has, prior to implementing its Policy, disclosed some information Respondent considered confidential.

26. Prior to the implementation of Respondent's Policy, Respondent received requests for information and record about its referral hall users from the Department of Child Support Services from various counties, subpoenas for records from third parties, requests for information from debt collection companies, and various other requests for information from third parties seeking information, including but not limited to, the information described in paragraph 20.

ANALYSIS

I. LEGAL STANDARD

The issue in this case is whether Respondent's Worker Information Policy violates Section 8(b)(1)(A) of the Act where the terms of the Policy: (1) prohibits hiring hall users from obtaining hiring hall records absent a subpoena or other compelling legal reason, (2) prohibits disclosure of a hiring hall user's contact information, and/or (3) requires users to first notify and get permission from Respondent if the user desires to contact another employee user.

Before delving into the merits of the case, the parties disagree on which legal standard is applicable in analyzing the issue in this case. Respondent argues that, in evaluating privacy and confidentiality work rules or policies such as the one here, the Board's decision in *The Boeing Co.*, 365 NLRB No. 154 (2017) applies.

In *Boeing*, in order to determine whether a work rule or policy violates the Act, the Board evaluates: 1) the nature and extent of the potential impact on rights under the Act, with 2) the legitimate justification associated with the rule. In so doing, the Board grouped employment policies and/or work rules into three categories:

Category 1 work rules are those which are lawfully maintained because the rules: (1) when reasonably interpreted, do not prohibit or interfere with the exercise of Section 7 rights; or (2) the potential adverse impact on Section 7 rights is outweighed by the employer's justifications for maintaining/implementing the rule.¹¹

¹¹ *Boeing*, supra, at slip op. at 3-4.

Category 2 work rules/policies are those that warrant individualized scrutiny to determine whether the rule in question prohibits/interferes with Section 7 rights, and if it does, whether any adverse impact is outweighed by the legitimate justification for the rule.¹²

Category 3 work rules are unlawful because they prohibit or limit protected conduct and the adverse impact on Section 7 rights is not outweighed by legitimate justifications for the rule.¹³

Under this standard, Respondent argues that its Worker Information Policy does not violate the Act because, under the Board’s *Boeing* Category 1 analysis, its Policy is a rule “that require(s) employees to maintain the confidentiality of non-public information that, if disclosed outside (the hiring hall context), could harm the Union or its customers.”¹⁴

However, the problem with Respondent’s argument is the *Boeing* standard is inapplicable to this case for several reasons. First, *Boeing* and its progeny concerns the *employer’s*, not the Union’s, work rules on disclosing “confidential” and “proprietary” information, as well as investigative and customer information. Respondent is *not* an employer in this case.

Furthermore, and more importantly, *Boeing* involves disclosing *confidential* information, whereas Respondent, as an exclusive hiring hall, refuses to disclose hiring hall user’s contact information and other *non-proprietary information* which the Board has found is *non-confidential*. Thus, none of the standards set forth in *Boeing* apply to this Respondent or its Worker Information Policy.

Rather, because Respondent operates an exclusive hiring hall, the proper standard in analyzing whether its Policy violates the Act is set forth in *Scofield v. NLRB*, 394 U.S 423 (1969), and those cases where the Union, as an exclusive hiring hall, owe a duty of fair representation to hiring hall users.¹⁵

Under Section 8(b)(1)(A) of the Act, a union, acting as an exclusive hiring hall, owes its member users a duty of fair representation by operating the hiring hall in a fair and nondiscriminatory manner.¹⁶ Concomitant with that duty, the union, acting as an exclusive hiring hall like Respondent, is also required to provide employee users with information and/or records, including, referral lists, dispatch records, and the names, addresses and telephone numbers of other employees on the list, so that they can intelligently challenge the hiring hall structure and determine whether it operates fairly.¹⁷

¹² *Id.*, at slip op. at 4.

¹³ *Id.*, at slip op. at 4.

¹⁴ See *Nat’l Indemnity Co.*, 368 NLRB No. 96, slip op. at 2 (2019).

¹⁵ See e.g., *Local Union No. 324, Operating Engineers*, 226 NLRB 587, 587 (1976) and *IATSE Local 720*, 363 NLRB at slip. op at 6.

¹⁶ *Radio Electronics Officers Union*, 306 NLRB 43 fn. 2 (1992).

¹⁷ *Id.*, see also *Operating Engineers Local 627*, 359 NLRB 758, 764 (2013); *Operating Engineers Local 825 (Building Contractors)*, 284 NLRB 188, 188–89 (1987) (referral lists); *Service Employees Local 9 (Blumenfeld Enterprises)*, 290 NLRB 1, 3 (1988) (dispatch records); *International Brotherhood of Electrical Workers Local 24 (Mona Electric)*, 356 NLRB 581, 581 (2011) (copies of contact information); *Carpenters Local 102 (Millwright Employers Assn.)*, 317 NLRB 1099 (1995) (entitled to contact information, but not the social security numbers of other employees on the lists).

Thus, the union violates the Act when it arbitrarily denies an employee user’s request for job, referral or contact information if the request is reasonably directed toward ascertaining whether the user has been treated fairly.

II. RESPONDENT VIOLATES THE ACT BY IMPLEMENTING/MAINTAINING ITS WORKER INFORMATION POLICY

After reviewing the record in its entirety, I agree with counsel for the General Counsel that Respondent’s Worker Information Policy violates the Act because it arbitrarily prohibits and/or places unnecessary burdens/barriers on the employee user to obtain information to which s/he is entitled so the user can determine if the hiring hall is operating fairly.

Respondent first argues that its policy requires a user to obtain a subpoena or have some other compelling legal reason to obtain another user’s contact information because it needs to protect the confidentiality of users’ contact information. Except that the Board has already held that hiring hall users’ contact information and telephone numbers are *not* confidential.¹⁸ Moreover, Respondent cites no Board authority that supports requiring users to have a subpoena or other compelling legal reason to obtain hiring hall information.

Respondent further argues that it did not breach its duty of fair representation by implementing/maintaining its Worker Information Policy because it is entitled to a “wide range of reasonableness” in implementing a work rule or policy. Citing the Board’s decision in *United Auto Workers Local 376*, 356 NLRB 1320 (2010), Respondent points out that “A union breaches its duty of fair representation if its actions affecting employees whom it represents are arbitrary, discriminatory, or in bad faith,” thus an action is arbitrary, “only if, in light of the factual and legal landscape at the time of the union’s actions, the union’s behavior is so far outside a ‘wide range of reasonableness’ to be irrational.”¹⁹ Using this rationale, Respondent avers that it satisfied its duty of fair representation in implementing/maintaining its Policy because it is protecting the confidentiality of its users’ contact information – its rational basis for the rule.

However, the Board’s decision in *United Auto Workers Local 376*, *supra*, is again inapplicable to the situation here. In *United Auto Workers Local 376*, the Board dealt with a union’s rule concerning the administration of a union-security clause for *Beck* objectors. However, this case deals with Respondent’s rule that prohibits its hiring hall users from obtaining other users’ contact information, including their addresses and telephone numbers – information necessary to determine if users have been treated fairly. Thus, Respondent’s burden of reasonableness argument is inapplicable to Respondent, an exclusive hiring hall, and its Policy that prevents hiring hall users from accessing information they cannot obtain anywhere else except from the Union.²⁰

Rather, I agree with counsel for the General Counsel that the Policy’s requirement to have users obtain a subpoena or have other compelling legal reasons to request another user’s contact

¹⁸ See *Carpenters Local 102 (Millwright Employers Assn.)*, 317 NLRB 1099 (1995) (entitled to contact information, but not the social security numbers of other employees on the lists).

¹⁹ *Id.* at 1321-22.

²⁰ See, e.g., *Operating Engineers Local 627*, 359 NLRB 758, 764 (2013) (employees have a legitimate interest in hiring hall records because, typically, the only way they can tell whether they are being fairly treated within the referral system is to see those records).

job information from referral records is antithetical to its duty of fair representation. In *International Brotherhood of Electrical Workers, Local 24 (Mona Electric)*, 356 NLRB 581 (2011), the Board found that the union unlawfully maintained a rule preventing hiring hall applicants from copying telephone numbers and other information from referral records so that the applicants could determine whether they had been treated unfairly by the hiring hall. Like the union rule in *Mona Electric*, I find Respondent’s policy of requiring employee users to present a subpoena or have other compelling legal reasons before they can obtain hiring hall records similarly prohibits hiring hall users from obtaining the information necessary to verify whether they are being referred fairly. The Board has clearly established that Respondent’s hiring hall users are entitled, upon request, and without the necessity of a subpoena or other compelling legal reasons, to information, such as referral lists, dispatch records and the names, phone numbers and addresses of other employees on the lists, in order to verify that they are being treated fairly with respect to job referrals.²¹ Respondent’s policy requiring users to present a subpoena or other compelling legal reason before they can access the information to which they are entitled violates Section 8(b)(1)(A) of the Act.

I further find that Respondent’s Policy which prohibits users from obtaining another user’s contact information and requires users to first notify Respondent before they can contact another applicant violates the Act. Although Respondent contends that it is protecting hiring hall users’ privacy in not releasing the user’s contact information, the Board has found that hiring hall users’ contact information, including their names, addresses and telephone numbers are *not confidential*. Furthermore, the Board has previously found policies that restrict or prohibit access to a user’s contact information unlawful.²²

Moreover, Respondent’s arguments in its Brief about how the Board’s new rule on protecting contact information in a representation case, how the Labor Management Reporting and Disclosure Act (LMRDA) and/or the Freedom of Information Act (FOIA) recognize privacy interest in contact information, and/or the Board’s regulations regarding the use of the *Excelsior* list or voter list are completely inapplicable to Respondent and have no bearing whatsoever on its duty of fair representation as an exclusive hiring hall.²³ Similarly, Respondent’s First Amendment “associational privacy” and Religious Freedom Restoration Act arguments also fail.

Respondent also raised several affirmative defenses in its answer (i.e., the complaint was untimely, unconstitutional, failed to state a claim, that the Charging Party is not entitled to information that would concern/relate to other hiring hall users, that the Charging Party was unlawfully, illegally and improperly coerced into filing the charges in this case, that this case is a waste of Board resources and/or that Board Members Ring, Emmanuel [sp] and Kaplan should recuse themselves) but failed to elaborate or present any evidence to support these defenses.²⁴ Thus, Respondent’s defenses are hereby waived. Furthermore, to the extent Respondent argues the

²¹ See e.g. *Local Union No. 513*, 308 NLRB 1300 (1992).

²² See *International Brotherhood of Electrical Workers, Local 24 (Mona Electric)*, *supra*; *Local Union No. 513*, *supra*.

²³ See R. Br. at 16-17.

²⁴ William Emanuel’s term as a Board member ended on August 27, 2021. As of the date of this decision, Member Emanuel is no longer a member of the Board. Thus, Respondent’s argument as to Member Emanuel recusing himself is moot.

equitable defenses of estoppel, unclean hands, laches and waiver, the Board has declined to recognize these defenses in its proceedings.²⁵

5 Lastly, after the deadline for filing briefs passed, Respondent directed the undersigned to a recent Board decision in *AT&T Mobility, LLC*, 370 NLRB No. 121 (May 3, 2021),²⁶ a recent Court of Appeals for the DC Circuit case, *Trinity Services Group, Inc. v. NLRB*, No. 20-1055 (decided on June 1, 2021),²⁷ and three recent U.S. Supreme Court decisions, *Cedar Point Nursery v. Hassid*, No. 20-107 (decided June 23, 2021),²⁸ *Americans for Prosperity Foundation v. Bonta*, No. 19-251 (decided July 1, 2021),²⁹ and *Mahoney Area School District v. BL*, No. 255 (decided June 23, 2021).³⁰

15 However, none of these cases apply to or overrule the Board’s case precedent regarding a Union hiring hall’s duty to provide hiring hall users with access to job referral records, including the names, addresses and contact information, when requested, in order for users to determine whether they have been treated fairly. Simply put, Respondent’s policy prevents, delays and precludes its hiring hall users from accessing and obtaining this information. Its Policy is unlawful.

20 Therefore, I find Respondent violated Section 8(b)(1)(A) of the Act when it breached its duty of fair representation owed to employee users by: (1) prohibiting Jury and other employee users from obtaining hiring hall workers’ records absent a subpoena or other compelling legal reason, (2) refusing to disclose a user’s contact information, and (3) requiring a user to first notify and get permission from Respondent before contacting another hiring hall user.

CONCLUSIONS OF LAW

25 1. Respondent IATSE Local 16 is a labor organization within the meaning of Section 2(5) of the Act.

30 2. Respondent violated Section 8(b)(1)(A) of the Act when it breached its duty of fair representation it owed Charging Party David Jury by preventing Jury and other hiring hall users from obtaining hiring hall workers’ records, absent a subpoena or other compelling legal reason.

35 3. Respondent violated Section 8(b)(1)(A) of the Act when it breached its duty of fair representation it owed Charging Party David Jury by prohibiting him and other hiring hall users from obtaining hiring hall user’s contact information.

40 4. Respondent violated Section 8(b)(1)(A) of the Act when it breached its duty of fair representation it owed Charging Party David Jury by requiring Jury and other hiring hall users to first notify and get permission from Respondent before contacting another hiring hall user.

²⁵ See *Goodyear Tire & Rubber Co.*, 271 NLRB 343, 346 (1984); *Woodworkers (Kimtruss Corp.)*, 304 NLRB 1 (1991); *NLRB v. J.H. RutterRex Mfg Co.*, 396 U.S. 258 (1969); *Gulf States Mfg, Inc.*, 598 F.2d 896 (5th Cir. 1979).

²⁶ Letter from Respondent counsel dated May 7, 2021.

²⁷ Letter from Respondent counsel dated June 8, 2021.

²⁸ Letter from Respondent counsel dated June 28, 2021.

²⁹ Letter from Respondent counsel dated July 6, 2021.

³⁰ Letter from Respondent counsel dated July 21, 2021.

5. By engaging in the conduct described above, Respondent has engaged in unfair labor practices affecting commerce.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³¹

ORDER

Respondent, IATSE Local 16, an exclusive hiring hall with jurisdiction in San Francisco County, Marin County, Santa Rosa County, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County, California, and the City of Palo Alto, California, its officers, agents, and representatives, shall:

1. Cease and desist from

(a) Implementing/maintaining/enforcing a rule and/or policy that requires David Jury or any other hiring hall user to obtain a subpoena or have other compelling legal reasons when he/they request hiring hall user's contact information, including their names, addresses and telephone numbers in order to ascertain whether he is/they are being treated fairly regarding job referrals.

(b) Implementing/maintaining/enforcing a rule and/or policy that prevents or places undue barriers on David Jury or any other hiring hall user from obtaining hiring hall user's contact information, including their names, addresses and telephone numbers in order to ascertain whether he is/they are being treated fairly regarding job referrals.

(c) Implementing/maintaining/enforcing a rule and/or policy that requires David Jury or any other hiring hall user to first notify and get permission from Respondent before he/they can contact another hiring hall user in order to ascertain whether he is/they are being treated fairly regarding job referrals.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

³¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Allow David Jury and/or any other hiring hall user, upon a request only, to look at, take notes on, and/or photocopy all job referral/dispatch records, including hiring hall user's name, address, and telephone number(s), in Respondent's possession, of all referants and all jobs, for all signatory employers to a collective-bargaining agreement with Respondent, that will assist Jury and/or any other hiring hall user determine whether he is/they are being treated fairly regarding job referrals by Respondent.

(b) Preserve and, upon request, make available to the Board or its agents for examination and copying, all records matching the foregoing descriptions in paragraph (a).

(c) Within 14 days after service by the Region, post at its offices or hiring halls, wherever they may be maintained copies of the attached notice marked "Appendix"³² in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its members and employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(d) Rescind or revise Respondent's Worker Information Policy to make clear to employees, members and/or referants that Respondent will no longer implement/maintain/enforce the aforementioned policy.

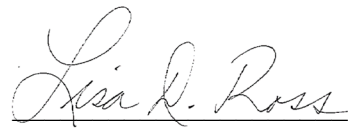
(e) Notify all employees, member users and/or referants of the rescinded or revised rule to include providing them a copy of the revised policy/rule or specific notification that the policy/rule/practice has been rescinded.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification by a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply with this Order.

³² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated, Washington, D.C. September 24, 2021

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A handwritten signature in cursive script, reading "Lisa D. Ross", written in black ink.

Lisa D. Ross
Administrative Law Judge

APPENDIX

NOTICE TO MEMBERS AND EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union.
Choose representatives to bargain on your behalf with your employer.
Act together with other employees for your benefit and protection.
Choose not to engage in any of these protected activities.

WE WILL NOT require you to obtain a subpoena or have other compelling legal reasons in order for you to access and/or obtain referral/dispatch records, including referrant's name, address and/or telephone numbers, or other job referral information in order for you to determine whether you are being or have been treated fairly regarding job referrals.

WE WILL NOT prevent you from and/or arbitrarily deny your request for access to referral/dispatch records, including a referrant's names, addresses and/or telephone numbers, or other job referral information so that you can determine whether you are being or have been treated fairly regarding job referrals.

WE WILL NOT require you to first notify and get our permission before you can contact another hiring hall user in order for you to determine whether you are or have been treated fairly regarding job referrals.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL maintain our duty of fair representation as guaranteed you by the National Labor Relations Board.

WE WILL allow Charging Party David Jury and/or any other hiring hall user, upon a request only, to look at, take notes about, and/or photocopy all job referral/dispatch records, including hiring hall user's names, addresses and telephone numbers, in our possession, of all referants and all jobs, for all signatory employers to our collective bargaining agreements in order for Jury and/or any other hiring hall user to determine whether he is/they are being treated fairly regarding job referrals.

WE WILL preserve, and, upon request, make available to the Board or its agents for examination and copying, all records matching the foregoing descriptions.

IATSE LOCAL 16

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

901 Market Street, Suite 400, San Francisco, CA 94102-1735
(415) 356-5130, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/20-CB-252132 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (628) 221-8875.